

**KING
ANNEXATION AGREEMENT**

This King Annexation Agreement (“Agreement”) is made and entered into this ____ day of _____, 2006, by and between **Thomas and Betty King, husband and wife**, hereinafter collectively referred to as “Owner,” and the **City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as “City.”

R E C I T A L S

A. Owner has requested the City to annex the south 375 feet of the east 290.2 feet of Lot 4, Block 4, Garden Valley Addition, Lancaster County, Nebraska, generally located on the northwest corner of 14th Street and Fletcher Avenue and hereinafter referred to as the “Property.”

B. Owner has requested the City to annex the Property in order to enable the Property to be served by City water.

C. The existing residence located on the Property can be served with water not meeting City design standards on an interim basis from a 6-inch water main connection from an existing fire hydrant connected to the 24-inch water main in 14th Street.

D. The City is willing to annex the Property and allow the interim connection to the Lincoln Water System provided Owner agrees that the interim service is nonabutting and will be abandoned and the Property reconnected to an abutting tappable sized main when one is available to serve the Property; that the interim service is limited to providing water to the existing residence; and that the Property may be special assessed when an abutting tappable sized main is available to serve the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. **Annexation by the City.** The City agrees to annex the Property.
2. **Interim Water Service.** The City agrees to allow the Property to be served on an interim basis water from a 6-inch connection to an existing fire hydrant connected to the 24-inch water main in North 14th Street.
3. **Nonabutting Agreement.** Owner agrees that the proposed water service to serve the existing residence is nonabutting and that the proposed service will be abandoned and reconnected at Owner's cost and expense to an abutting tappable sized water main when one is available to serve the Property.
4. **Water Main Assessment.** Owner understands and agrees that the Property has not paid for any portion of the existing 24-inch water main in 14th Street or for the proposed 24-inch water main in Fletcher Avenue abutting the Property and that therefore the Property is liable for a future potential assessment for a tappable sized water main.
5. **Restriction on Development.** Owner agrees that resubdivision or replatting of the Property will require each platted lot, including the lot for the existing residence, to be served by an abutting tappable sized water main.
6. **Sanitary Sewer.** Owner understands and agrees that the Property is not presently served by a public sanitary sewer and Owner is not requesting the City to provide public sanitary sewer service to the Property.
7. **Right-of-Way Dedication.** Owner agrees to dedicate additional right-of-way in order to provide 70 feet of right-of-way from the centerline of 14th Street abutting the Property.

8. Future Cost Responsibilities. Owner understands that the connection of the Property to the Lincoln Water System will be subject to the payment of Water Distribution, Water Supply Impact Fees. Owner agrees to pay said fees as a condition to connecting to the Lincoln Water System.

9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns and shall inure to and run with the Property.

10. Amendments. This Agreement may only be amended or modified in writing signed by the parties to this Agreement.

11. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

12. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

13. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

14. Construction. Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

15. Recordation. This Agreement or a notice or memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at Owner's cost and expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

City Clerk

By: _____
Coleen J. Seng, Mayor

Thomas King

Betty King

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Thomas King and Betty King, husband and wife.

Notary Public